

Assignment / Amendment # 1

This is an Assignment and an Amendment to the Contract (the "Contract") entered into by and between the Indiana Department of Administration (the "State") and Julius Automotive (the "Contractor") dated 5/10/2010.

Whereas Contractor wishes to assign the Contract to Indy Fleet Service Center ("New Contractor") and New Contractor is willing and agrees to accept all of the rights, obligations and responsibilities of Contractor under the Contract, and the State is willing to consent to such assignment, and

Whereas the parties agree to amend the Contract to make certain changes required by the State;

In consideration of the mutual undertakings and covenants hereinafter set forth, the parties agree as follows:

The State hereby consents to the assignment of the Contract to New Contractor, and New Contractor hereby agrees to be bound by all of the provisions, terms and conditions of the Contract and this Amendment.

All other matters previously agreed to and set forth in the original Contract and not affected by this Assignment / Amendment shall remain in full force and effect.

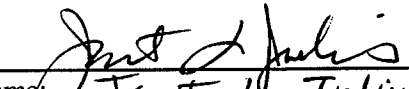
Non-Collusion and Acceptance

The undersigned attest, subject to the penalties of perjury, that each is, respectively, the Contractor or the New Contractor (as the case may be), or that each is the duly authorized representative, agent, member or officer of the Contractor or the New Contractor, that he/she has not, nor has any other member, employee, representative, agent or officer of the Contractor or the New Contractor (as the case may be), to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Amendment other than that which appears upon the face hereof.

THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY.

In Witness Whereof, Contractor and the State of Indiana have, through duly authorized representatives, entered into this Assignment / Amendment. The parties having read and understand the foregoing terms of this Assignment / Amendment do by their respective signatures dated below hereby agree to the terms thereof.

Julius Automotive:

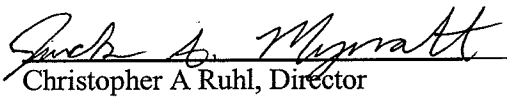
Signature 
Printed Name: Janet L. Julius
Title: CFO
Date: 5-10-2010

Indiana Office of Technology

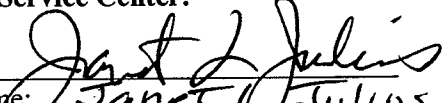
N/A
Gerry Weaver, Chief Information Officer

Dated: _____

State Budget Agency


Christopher A Ruhl, Director
Date: 5/17/10

Indy Fleet Service Center:

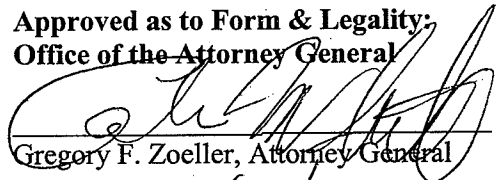
Signature 
Printed Name: Janet L. Julius
Title: President
Date: 5-10-2010

Department of Administration


Mark W. Everson, Commissioner

Dated: 5/14/10

**Approved as to Form & Legality:
Office of the Attorney General**


Gregory F. Zoeller, Attorney General
Date: 5/21/10